

- 1.5. "Effective Date" means that date upon which all Parties have executed this Agreement.
- 1.6. "Force Majeure" means an event, circumstance, or act of a third party (including Nextel and the TA) that is beyond a Party's reasonable control. An act of God, the public enemy, a government entity, or another party (including another party's failure to comply with the Order); strikes or other labor disturbances; general unavailability of necessary materials; hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots are examples of a Force Majeure.
- 1.7. "Motorola Software" means software in object code format that Motorola or its affiliated company owns, including any releases or software kits to reprogram radios. This Agreement does not involve any source code.
- 1.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to any documents delivered by Motorola under this Agreement or any Motorola Software or equipment.
- 1.9. "Reconfiguration Planning Phase Services" means those services to be provided by Motorola to Licensee under this Agreement; these services are described in the Statement of Work.
- 1.10. "Statement of Work" means the description of the work to be performed under this Agreement by the Parties. The Statement of Work is set forth in Attachment A-2 and is incorporated herein by this reference.
- 1.11. "System" means the hardware and software products that comprise the Licensee's existing 800 MHz radio communications system.

Section 2 SCOPE OF PLANNING PHASE SERVICES

- 2.1. **SCOPE OF WORK.** The Parties will perform their respective contractual responsibilities in accordance with this Agreement. Any changes to this Agreement, including changes to the Statement of Work, must be in writing and executed by both Parties. This Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning the agreed Reconfiguration Planning Phase activities only, and not the Reconfiguration Implementation Phase activities (which, if applicable, will be governed by a separate Reconfiguration Implementation Phase Agreement). Specifically, this Agreement does not involve the provision by Motorola of any equipment, hardware, or software, or any services to reconfigure the System or any part of it. This Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning only those Reconfiguration Planning Phase activities covered by the Order, and not the sale of products or services (or any other activities) that are not part of the 800 MHz Band Reconfiguration process. If the Parties wish to contract for these other activities, they will do so pursuant to a separate contract. If the Parties wish to amend the scope or terms of this Agreement for products or services covered by the Order, they will do so by written change orders, which prior to becoming effective, must be submitted to and approved by Nextel and the Transition Administrator (each a "Change Order")
- 2.2. **MOTOROLA RESPONSIBILITIES.** Motorola will provide the Reconfiguration Planning Phase Services as described in the Statement of Work.
- 2.3. **LICENSEE RESPONSIBILITIES.** At the appropriate time, Licensee will submit its Request for Planning Funding, any required certifications, and any amendments thereto (if applicable) to Nextel and the TA. For the limited purpose of assisting Nextel and the TA to evaluate Licensee's Request for Planning Funding, Motorola authorizes Licensee to (and Licensee will) provide to the TA and Nextel a copy of this Agreement, including the exhibits and pricing, but such information is and remains Motorola Confidential and Proprietary as provided below in Section 9. Licensee will employ reasonable efforts to assist Motorola in providing the Reconfiguration Planning Phase services, and will provide reasonable access to Licensee's equipment, facilities, personnel and relevant information. Licensee will designate a point of contact person.
- 2.4. **LICENSEE-NEXTEL RELATIONSHIP.** The TA's Reconfiguration Handbook indicates that Licensee and Nextel will form a "Planning Funding Agreement" ("PFA") and/or a "Frequency Reconfiguration Agreement" ("FRA") which, among other things, sets forth Nextel's obligation to pay the Relocation Funds. The

Reconfiguration Handbook encourages a payment process by which Nextel pays Relocation Funds directly to Licensee's selected vendors; and Licensee will ensure that its FRA provides for direct payment by Nextel to Motorola. Promptly after execution of the PFA and/or FRA, Licensee will provide to Motorola a copy of those portions of the PFA and/or FRA that pertain to Motorola's services, products, pricing and payment, including Attachment C thereto (redacted if necessary to exclude information not pertaining to Motorola).

2.5. **OTHER SERVICES.** Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for Licensee any Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software. Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for other Licensees Reconfiguration Planning Phase services, Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software.

Section 3 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in a reasonably diligent manner, taking into consideration the procedures and processes established in the Reconfiguration Handbook. The Parties acknowledge that any scheduled performance dates are estimates only, and various factors (such as Licensee's operational needs and resource availability) may cause the scheduled performance dates to change or be delayed. No Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly after it discovers the Force Majeure.

Section 4 CONTRACT PRICE, PAYMENT AND INVOICING

4.1. CONTRACT PRICE; NON-RECOURSE TO LICENSEE.

4.1.1. Contract Price. The Contract Price for Reconfiguration Planning Phase Services in U.S. dollars is **\$87,359.00**. The Contract Price excludes any sales or other taxes, all of which will be added to the invoices and paid except as exempt by law.

4.1.2. Licensee Not Liable for Contract Price. Payment of the Contract Price and any applicable taxes is to come from Nextel, and not Licensee. If Nextel fails to pay Motorola, Licensee shall not be liable to pay Motorola the Contract Price or applicable taxes. Notwithstanding the above, if Nextel pays the Contract Price and any applicable taxes to Licensee rather than to Motorola, Licensee will immediately forward the payment to Motorola. Motorola agrees to accept direct payments from Nextel if Nextel clearly identifies the applicable Motorola invoice. Motorola further agrees to apply these direct payments from Nextel to the Contract Price.

4.1.3. Motorola's Protections Concerning Payment by Nextel. If requested by Motorola, Licensee will execute necessary documents and take all such actions that are reasonable or necessary to promote the prompt payment by Nextel to Motorola.

4.2. INVOICING, PAYMENT MILESTONES, AND PAYMENT.

4.2.1. Invoicing. Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the pre-approved payment milestones set forth as Attachment A-1. Licensee's contact person and address for invoice purposes are: Antonio Arce, City of Hialeah, 501 Palm Avenue, Hialeah, FL 33010. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than seven (7) calendar days) inspect the invoice, verify whether it correctly states the payment milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the milestone (the "Approval Notification"). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola's project manager a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will promptly give written notice to both Motorola and Nextel; the notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

4.2.2. Payment Due Date. Unless otherwise agreed between Nextel and Motorola, payment to Motorola for approved invoices is due thirty (30) days from the date Nextel receives the Approval Notification from Licensee. Motorola's Federal Tax Identification Number is 36-1115800.

4.2.3. Mutual Cooperation. The Parties will cooperate with each other and provide to each other, and to Nextel and the Transition Administrator, such information (other than Confidential Information, which is governed by Section 9.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.

Section 5 REPRESENTATIONS AND WARRANTIES

5.1. **RECONFIGURATION PLANNING PHASE SERVICES WARRANTY.** For thirty (30) days from the completion of the Reconfiguration Planning Phase Services, Motorola warrants that these services were performed in a good and workmanlike manner. This services warranty does not cover any services or duties performed or owed by Nextel, Licensee, or any other contractor hired by them.

5.2. **WARRANTY CLAIMS.** To assert a warranty claim, Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after the expiration of the warranty period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at no additional charge to Licensee) re-perform the Reconfiguration Planning Phase services. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy. If this investigation indicates the warranty claim is invalid or "out of scope," then Motorola may invoice Licensee for responding to the claim on a time and materials basis using Motorola's then current labor rates. Notwithstanding any reimbursement claim Licensee may have against the Relocation Funds, Licensee will pay the invoice for invalid warranty claims within thirty (30) days from the invoice date.

5.3. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original end user and are not assignable or transferable.

5.4. **POTENTIAL DAMAGE TO EXISTING EQUIPMENT.** Licensee acknowledges that Motorola, Licensee's employees, or others might cause damage to equipment that is part of Licensee's System when performing the Reconfiguration Planning Phase Services, and that such damage may occur in the absence of negligence by any party. Motorola is not responsible for damage to equipment unless it is caused by Motorola's intentional wrongdoing or negligence, in which case Motorola at its option will repair or replace the damaged equipment or refund its fair market value. Before Licensee asserts a damage claim against Motorola under this section, it will first investigate the cause of the damage and the investigation must result in adequate proof that the damage was caused by the intentional wrongdoing or negligence of Motorola, its employees or subcontractors. If an investigation reveals that Motorola was not negligent but nevertheless damage is caused to equipment that is covered by an existing warranty and/or maintenance agreement, Motorola shall repair or replace the damaged equipment under such warranty and/or maintenance agreement. Where Motorola will incur a cost outside of existing warranty and/or maintenance agreements, Licensee will cooperate with Motorola to execute a Change Order and submit a claim for reimbursement against the Relocation Funds, subject to the agreement by Nextel and the TA. Motorola shall be under no obligation to repair or replace damaged equipment or refund its fair market value until the applicable Change Order has been approved by Nextel and the TA.

5.5. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE RECONFIGURATION PLANNING PHASE SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING WARRANTIES, THE SERVICES ARE PROVIDED "AS IS" AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS RESPONSIBLE FOR, AND MOTOROLA MAKES NO WARRANTY CONCERNING, THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES AND EQUIPMENT, OR DATA ENTRY AND LOADING. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Section 6 INDEMNIFICATION

6.1. **INDEMNITY BY MOTOROLA.** Motorola will defend at its expense and hold harmless Licensee against any claim, suit, demand, or cause of action brought by a third party against Licensee that is based on or to the extent it is caused by the negligence or willful misconduct of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, and which results in personal injury, death, or direct damage to tangible property ("Motorola Claim"). Motorola will indemnify Licensee from any liability, judgment, awards and damages resulting from a final award that arises from a Motorola Claim and pay all losses, expenses or direct damages incurred by Licensee associated with the Motorola Claim. The foregoing indemnity is conditioned on (i) Licensee giving Motorola prompt, written notice of any Motorola Claim, and providing to Motorola cooperation (and, if requested, reasonable assistance) in the defense of the Motorola Claim; and (ii) Motorola having sole control in the defense of the Motorola Claim and all negotiations for its settlement or compromise. Motorola will have no indemnity liability for the negligence or fault of Licensee, its other contractors, Nextel, or the TA, or any of their employees, agents or representatives. This section states the full extent of Motorola's general indemnification from liabilities that are in any way related to Motorola's performance under this Agreement.

Section 7 DISPUTES; DEFAULT AND TERMINATION

7.1. **DISPUTES.** The Parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and good faith negotiation. The dispute will be escalated to appropriate higher level managers of the Parties, if necessary. In the event the parties do not resolve a dispute, either party may require submission of the dispute to mediation in thirty (30) days after written notice is served on the other party. In the event the parties do not resolve the matter in mediation, both parties will submit the matter to the Transition Administrator or if not within the jurisdiction of the Transition Administrator to binding arbitration by three (3) qualified arbitrators. Any mediation or arbitration pursuant to this section shall occur in Miami-Dade County, Fl.

7.2. **DEFAULT AND TERMINATION.** If a Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the cure plan. If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement and the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. The non-defaulting Party will mitigate damages.

Section 8 LIMITATION OF LIABILITY

Licensee acknowledges that the limitations in this Section are integral to the Contract Price being charged by Motorola under this Agreement, and that if Motorola assumed further liability other than as set forth in this Section 8, the Contract Price would be substantially higher. This limitation of liability provision applies notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, contribution, or otherwise, will be limited to the direct damages incurred by Licensee and recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA (AND ITS SUBCONTRACTORS AND SUPPLIERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE TO LICENSEE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, OPPORTUNITIES OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION), THE SALE OR USE OF PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. ALL CLAIMS BY A PARTY AGAINST ANOTHER PARTY,**

WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES.

Section 9 CONFIDENTIALITY AND PROPRIETARY RIGHTS

9.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the Parties may provide Confidential Information to each other. Any inventory report or Customer Suitability Assessment report concerning Licensee's System, and any other document concerning the reconfiguration of Licensee's System that Motorola prepares specifically for and is a promised deliverable to Licensee under this Agreement (collectively, "Documentary Deliverable") shall be the Confidential Information of Licensee unless otherwise agreed by the Parties in writing.

9.1.1. Non-Disclosure. Subject to applicable Florida public records laws, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction, the FCC or the Transition Administrator; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who have access to it that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any other agreement (whether prior to, contemporaneous or subsequent to the date of this Agreement) between Motorola on the one hand and the TA, Nextel or Licensee on the other hand, as well any protective order or confidentiality restrictions or rules issued by the FCC or the TA.

9.1.2. Use. Unless otherwise provided in this Agreement, a Party may use the Confidential Information of the other Party only in furtherance of the performance of this Agreement or any other agreement between the Parties. Notwithstanding the preceding sentence, Motorola may use the information in any Documentary Deliverable for its own business purposes or to assist Licensee or its other contractors or consultants in the overall effort to plan and reconfigure Licensee's System. Except for a Documentary Deliverable, Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement or any other agreement between the Parties or as required by applicable Florida Public Records law, the FCC or the Transition Administrator

9.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola owns and retains all of its Proprietary Rights, and nothing in this Agreement is intended to restrict its Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve the license of any software.

Section 10 GENERAL

10.1 **ASSIGNABILITY AND SUBCONTRACTING; WAIVER.** No Party may assign this Agreement without the prior written consent of the other Party. Motorola may subcontract part of the work, provided Motorola provides to the Licensee a list of subcontractors sufficiently in advance of the start of the work to allow the Licensee to perform security and background checks. Notwithstanding the preceding sentence, Licensee has specifically approved HICAPS, Inc. and Control Communications, Inc. as subcontractors under this Agreement. Subcontracting will not relieve Motorola of its duties under this Agreement. The Licensee reserves the right to deny access to any subcontractor, other than those specifically approved in this Section 10.1. Failure or delay by a Party to exercise a right or power under this Agreement will not be a waiver of the right or power. An effective waiver of a right or power must be in writing signed by the waiving Party and will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

10.2 INDEPENDENT CONTRACTORS. Each Party is an independent contractor with respect to the other Party, and a Party and its personnel will not be considered to be employees or agents of the other. Nothing in this Agreement grants a Party the right or authority to make commitments of any kind for the other Party. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

10.3 INTERPRETATION OF AGREEMENT. This Agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. The attachments are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement and any Change Orders executed by the parties and approved by Nextel and the Transition Administrator take precedence over any attachments or administrative forms or documents. Section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement is an arm's length transaction and will be fairly interpreted in accordance with its terms and conditions and not for or against a Party. If a court of competent jurisdiction renders any part of this Agreement to be invalid or otherwise unenforceable, it will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid part was not part of this Agreement. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Florida without regard to its Conflicts of Laws provisions.

10.4 COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Licensee will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System.

10.5 AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party. Each Party represents that it is fully aware of the terms contained in this Agreement and has voluntarily entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as its considers necessary. This Agreement may be executed in separate counterparts, which together constitute a single agreement.

10.6 RISK ALLOCATION PROVISIONS. As of the Effective Date, Motorola represents to Licensee that risk allocation provisions acceptable to Motorola (taking into account the age of a licensee's equipment, the scope of services and the agreed contract price) are conditions precedent to the execution by Motorola of 800Mhz planning and/or implementation agreements. The risk allocation provisions contained in Sections 5.4 and 6.1 of this Agreement meet this requirement.

10.7 SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, all of Section 4 (Contract Price, Payment and Invoicing); Section 6 (Disputes); Section 8 (Limitation of Liability); and Section 9 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 10.

The Parties hereby enter into this Agreement as of the Effective Date.

Licensee - City of Hialeah

Motorola

By: 6-14-07
Name: Julio Robaina
Title: Mayor

By: David C. Nash
Name: DAVID C. NASH
Title: TRAINING SUPPORT MGR.

Reconfiguration Planning Phase Services Agreement
FINAL EXECUTION VERSION

Attest: Rafael E. Granado
City Clerk

Approved as to form and
legal sufficiency:
William J. Grobick
Attorney

Date: _____

Date: 5/8/07

Nextel Assigned Deal Number: _____

Attachment A-1
Nextel-Motorola Pre-approved Payment Milestone Schedule

Depending on the Contract Price set forth in Section 4.1.1, the following payment milestones apply:

1. Contract Price < \$300,000

Mobilization (i.e., contract execution)	50%
Complete Planning Activities	50%

2. Contract Price \$300,000 and above

Mobilization (i.e., contract execution)	40%
Complete Suitability Assessment	40%
Complete Planning Activities	20%

Attachment A-2
Statement of Work

Summary of All Costs

Pursuant to the FCC's mandated 800 MHz band reconfiguration, the incumbent licensee is required to reconfigure its system and requests that Sprint Nextel fund its estimated system reconfiguration planning costs, as outlined in the table below:

Licensee Organization Name: City of Hialeah

Licensee City, State and Zip: Hialeah, FL 33010

(Price excludes sales or other taxes)

Summary of All Costs					
Item	Supplier	Quantity	Unit Price	Total Price	Total Price
Frequency Analysis	Motorola		4,025.00	0.00	4,025.00
System Inventory	Motorola		7,550.00	0.00	7,550.00
Engineering and Implementation Planning	Motorola		25,025.00	4,673.00	29,698.00
Legal	Motorola		0.00	0.00	0.00
Project Management	Motorola		19,600.00	2,336.00	21,936.00
Other	Motorola		24,150.00	0.00	24,150.00
Total Estimated Planning Costs			\$80,350.00	\$7,009.00	\$87,359.00

Statement of Work (SOW) Supporting Request for Planning Funds

Overview

This Statement of Work consists of two major parts. The first part consists of Sections 1.0 through 6.0 which describe the work associated with planning the reconfiguration of your system. These sections, along with the system description table at the end of this SOW, may be included with your Request for Planning Funds submittal to Sprint Nextel and the Transition Administrator. The second part consists of Sections 7.0 through 13.0 which supports the Agreement with Motorola and should not be submitted as part of your Request for Planning Funds.

Motorola has assembled this document, called a Statement of Work (SOW), which provides an overview of activities performed during the initial customer interview, the equipment assessment and the execution of the design phase of the rebanding project. This Statement of Work describes the Reconfiguration Planning and Negotiation Phase Services that Motorola proposes to provide to City of Hialeah. This SOW is not a detailed reconfiguration specification and is not intended for use in a solicitation for services by City of Hialeah.

The specific details of the system are in the tabularized System Description table at the end of this Statement of Work.

1.0 Performance Schedule

Motorola will begin the reconfiguration planning and schedule the first kick off meeting with City of Hialeah within 45 days after receipt of a Purchase Order and/or a signed contract authorizing the work. A detailed schedule to complete the planning and deliver a fixed price proposal to do the system reconfiguration will be developed as a result of this meeting. Once this schedule is completed it will be agreed to by City of Hialeah and Motorola and it can be submitted as an addendum to Sprint-Nextel and the Transition Administrator. Provided there are no significant delays it is estimated that the work will be completed in 3.7 months after the kickoff meeting.

2.0 Frequency Analysis

2.1 Co-channel Analysis

Motorola will quote and provide co-channel analysis as requested by City of Hialeah.



2.2 Combiner and Receiver Multi-coupler Suitability

Motorola will evaluate the suitability of the licensee's existing combiner equipment impacted by rebanding. Some combiners can readily be adjusted to the new rebanded frequencies, others cannot. Depending on the condition of the equipment, readjustment may not be possible without risking damage to the combiner. In addition, signal loss (decreased coverage) may occur if the new rebanded frequencies are spaced closer than the original frequencies. Combiner cable requirements also need to be considered based on the Licensee's cutover plan.

Additionally, Motorola will analyze the impact the new frequency plan will have on City of Hialeah's existing multi-coupler systems and determine if retuning or replacement is necessary.

Motorola will evaluate these potential issues as part of the combiner suitability assessment.

2.3 Intermodulation Study

IM Study - Motorola will perform inter-modulation study to identify possible harmful RF emissions and interactions at each site affected by rebanding. Motorola will provide a report and recommendation to City of Hialeah. If the proposed frequencies cannot be effectively used at the appropriate sites, Motorola will notify City of Hialeah.

(See Exhibit A-2 at end of this document for further information regarding Intermodulation study).

Intermodulation Studies (IM) are necessary only under limited circumstances. To request an IM for a site, the licensee must believe that at least one of the three criteria, as described in the RFPF Form/Instructions, is present within their environment. To qualify for funding, the condition(s) must be indicated in the RFPF Form.



Qualifying Scenarios	Inspected (Yes/No)	Site(s) Affected (If known)
Location with two or more co-site transmitters with potential to impair base station receivers.	Yes	All Three Simulcast Sites
Licensee's fixed receive antenna is proximate to a transmitting antenna other than your own.	Yes	All Three Simulcast Sites
Landlords or site managers of shared transceiver sites requiring an analysis of the IM environment as part of site agreements when changing transmitting frequencies.	Yes	All Three Simulcast Sites

One site has up to six UHF channels for other public safety operations at same site. Two sites are 800 only. All sites have some potential for degradation due to proximity of Channel 69 TV Broadcast.

2.4 Other Frequency Analysis

Motorola will quote and provide additional frequency analysis services as requested by City of Hialeah.

Frequency Analysis deliverables include:

Deliverables	Estimated Date of Completion
Co-channel Analysis report for reconfiguration proposal	N/A
Combiner Suitability report for reconfiguration proposal	3.7 months after kick-off meeting
Intermodulation analysis report for reconfiguration proposal	3.7 months after kick-off meeting
Other Frequency Analysis	N/A

Vendor Labor Table

Frequency Analysis	Quantity	Unit	Hourly Rate	Material	Subcontractor	Vendor
Co-channel Analysis			NA	NA	NA	Motorola
Combiner Suitability			8.00	\$175	\$1,400	Motorola
Intermodulation Study			15.00	\$175	2,625.00	Motorola
Other Frequency Analysis			0.00	NA	0.00	Motorola
Total Vendor Cost			0.00		\$4,025.00	



MOTOROLA

3.0 System Inventory

3.1 Infrastructure Inventory

Motorola will conduct an inventory of City of Hialeah's equipment. This inventory will be used to determine the suitability of the equipment and system design effort for rebanding.

Motorola understands the inventory and design effort will take place on an operational radio communications system and that unplanned interruptions to dispatch operations are not acceptable. Motorola, with its network of authorized service centers and/or third-party subcontractors, will do everything possible to minimize disruption to dispatch operations. Any required changes to daily operations will be planned in advance and agreed upon by City of Hialeah and all applicable parties.

Based on this preliminary information about your system inventory listed below, a price was developed for planning the system Rebanding process. This information is based on Motorola's understanding of City of Hialeah's system. Any significant variance to this inventory information which results in a scope of work or schedule change will need to be addressed via a change order.

The inventory services are limited to the equipment specifically affected by rebanding for City of Hialeah's system. Please refer to the System Description for unverified inventory estimates.

3.2 Subscriber Inventory

Subscriber device inventories must similarly be examined to determine reconfiguration requirements. If inventories are required, Motorola will inventory subscribers to elicit necessary information. Customer provided inventories must also be able to provide the information outlined below.

For systems that only require Retuning, unit count and model families need to be specified to insure proper programming equipment and if any frequency determining elements need to be ordered and priced.

For systems that require Reprogramming, quantities of subscriber in each family must be determined (i.e. 25ea XTS2500, 22ea XTS5000) and the number of programming stations must be delineated to ensure proper number of Flash upgrade kits are specified.



For Replacement units, the number of units to be replaced must be identified, along with their corresponding replacement unit. In addition options such as battery type, dash or remote mount and cable length must be specified. An accurate count of any accessories (six unit chargers, speaker mics, etc.) will be required since they are exchanged on a one for one basis. A sample audit will be performed when necessary on certain subscribers units (MTS 2000, Astro Spectra and Astro Saber) to determine the need for replacement.

System Inventory deliverables include:

Deliverables	Estimated Date of Completion
Infrastructure inventory report for reconfiguration proposal	3.7 months after kick-off meeting
Subscriber inventory report for reconfiguration proposal	3.7 months after kick-off meeting

Vendor Labor Table

System Inventory						
Infrastructure Inventory			22.00	\$175	3,850.00	Motorola
Subscriber Inventory			25.00	\$148	3,700.00	Motorola
Total Vendor Cost					\$7,550.00	

4.0 Engineering/Implementation Planning

4.1 Interoperability Planning

The interoperability requirements are included in the System Description attachment at the end of this document.

4.2 Site Reconfiguration

Motorola will generate a Reconfiguration Design which will consist of at a minimum Methods of Procedures, cut over plans and system test plans.

○ **Generate Methods of Procedures (MOP)**

- Motorola will develop the Method of Procedures which details the process steps, timeline, measurable deliverables, resources needed and



cutover steps. Where applicable, contingency planning required to effectively reband your system will be provided in the least disruptive manner. The MOP also includes the cutover plan from the current frequencies to the new ones.

○ **Cutover and Fall-back Plan**

- Develop and define the cut-over and fall-back plan to ensure consistent operation of all system functionality throughout the rebanding reconfiguration.
- Review plans with City of Hialeah

○ **Baseline and Acceptance Test Plan**

- Develop with City of Hialeah baseline and acceptance test plans to demonstrate comparable facility.
- Baseline Test Plan initial determination of infrastructure testing for system functionality prior to rebanding beginning.
- Acceptance Test Plan duplication of baseline test plan plus any additional functional testing customer requires after rebanding.

4.3 Retune/Reprogram/Replace Determination

The 800 MHz fixed network equipment (FNE) and subscriber inventory must be audited to determine if upgrades are required to the software, hardware and firmware in order to support the new rebanding software. The assessment includes manufacturer information, software versions, system platform release versions and hardware configuration. Results of the suitability assessment and audit will determine what FNE will be retuned or reprogrammed or replaced and the effort required performing this work.

The evaluation of the network and subscriber inventory will provide a retune, reprogram, upgrade or replace decision for each piece of equipment in the system that is affected by rebanding. Activities include:

- Formatting City of Hialeah's inventory data for assessment
- Engineering analysis of assessment report



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- Retune, replace or reprogram determination of subscriber inventory as outlined in paragraph 3.2 above.
- Equipment list generation of required kits, software and or upgrades required by each piece of equipment to be reconfigured.

Engineering/Implementation Planning deliverables include:

Interoperability plan section of reconfiguration proposal	3.7 months after kick-off meeting
Develop Methods of Procedures for equipment to be reconfigured for reconfiguration proposal	3.7 months after kick-off meeting
Develop and document cutover and fallback plans to be included in the reconfiguration proposal	3.7 months after kick-off meeting
Develop and document baseline and acceptance test plans to be included in the reconfiguration proposal	3.7 months after kick-off meeting
Suitability assessment report for inclusion in the reconfiguration proposal	3.7 months after kick-off meeting

Vendor Labor Table

Engineering/ Implementation Planning						
Interoperability Planning			5.00	\$175	875.00	Motorola
Site Reconfiguration			79.00	\$175	13,825.00	Motorola
Retune/Reprogram/ Replace Determination			59.00	\$175	10,325.00	Motorola
Total Vendor Cost						



5.1 Project Support

The Project Manager will coordinate with City of Hialeah, Motorola's MSS (Motorola Service Station) and any subcontractor or other third-party organization participating in this work; to keep this effort within the agreed upon schedule. Activities such as project meetings, obtaining and evaluating subcontractor quotes, monitoring subcontractor and project team performance will be performed by the Motorola Project Manager.

Where needed, Motorola will review the details of the rebanding plan and assist with clarifications which may be required from Sprint Nextel or the Transition Administrator.

Deliverables	Estimated Date of Completion
Execute Project Plan	At the end of the project schedule

Project Management						
Fixed Project Support			48.00	\$175	8,400.00	Motorola
Variable Project Support			46.00	\$175	8,050.00	Motorola
Negotiations Support			18.00	\$175	3,150.00	Motorola
Total Available						
Cost			112.00		19,600.00	

6.0 Other

Deliverables listed below are related to special considerations and / or related sub-systems impacted by the reconfiguration of the licensee's system.

800 MHz based MOSCAD systems are a part of the FNE and subject to the assessment and audit requirements described above and the Reconfiguration requirements in Section 4. Since all licensees do not operate RF based MOSCAD systems, the associated costs for these tasks related to MOSCAD networks are included in "Other" cost section of this proposal.

Other deliverables include:

Deliverables	Estimated Date of Completion
Supplemental report for interoperability planning and coordination with adjacent jurisdictions	4.6 months after the kick-off call
Supplemental report for Channel 69 RF interference analysis	4.6 months after the kick-off call
Supplemental report for MOSCAD system with 90 RTU's	4.6 months after the kick-off call

Vendor Labor Table

Other (explain)						
Interoperability planning and coordination with adjacent jurisdictions			40.00	\$175	7,000.00	Motorola
Channel 69 RF interference analysis			8.00	\$175	1,400.00	Motorola
Moscad system with 90 RTU's			90.00	\$175	15,750.00	Motorola
Total Vendor						
Cost			138.00		24,150.00	

Interoperability coordination & planning effort is for attending meetings to be facilitated by the licensees to determine their technical requirements for interoperability.



7.0 City of Hialeah Scheduling and Access Requirements

In the event City of Hialeah operates on a 24-hour, 7-day per week basis, then diligent coordination to gain access to radio equipment will be required. It is understood that the effort required to prepare the inventory and design may occur on different shifts and/or times during the week, other than a normal 8:00 AM to 5:00 PM business day. Weekend work may also be a component of this effort. Working with City of Hialeah to ensure optimum cooperation will be essential to effectively and efficiently execute the rebanding project.

City of Hialeah must provide reasonable access to all remote site locations where fixed station equipment is located. Any escort-required locations must be coordinated in advance by City of Hialeah to facilitate access to restricted areas. Any required identification cards must be provided by City of Hialeah to rebanding personnel as needed to work in any area in which an authorized ID card is required.

8.0 Motorola Engineering & Technical Services

Throughout the effort required to correctly assess the system requirements for rebanding, Motorola will support the requirements employing the experience of its field and systems engineering resources. In addition, many of Motorola's product organizations and upgrade operations team will support the project with specific knowledge on products and procedures to ensure the success of the project.

9.0 Local Service Support

Motorola will utilize its authorized service center network and/or approved third party contractors to assist in Preparation of Estimate Inventory and evaluation of fixed infrastructure and other related system equipment.

10.0 Notification and Conditions for Work

Motorola will notify City of Hialeah's assigned point of contact a minimum of five (5) business days prior to starting any work on the system. Motorola will commence work at the designated location only after City of Hialeah has notified Motorola with instructions to proceed. Whenever possible, prior notification of at least 24 hours will be given when expected disruptions are to occur.



11.0 Motorola and City of Hialeah Responsibilities

Motorola Responsibilities

Motorola will be responsible for the following:

- Providing a designated Project Manager to coordinate all the resources and work to be performed by Motorola and to be the primary point of contact for City of Hialeah.
- Scheduling project meetings with City of Hialeah at the project's start, execution of the project contract deliverables and to coordinate ensuing project activities with all Motorola and City of Hialeah resources.
- Providing engineering services in designing the agreed upon deliverables as developed in this proposal.
- Providing City of Hialeah with regular schedule and progress updates.
- Motorola will provide a detailed design and transition rebanding plan that will include:
 - FNE Inventory and Requirements
 - Suitability Assessment Results
 - Sample Templates
 - Cutover Plan
 - Finalized Equipment List
 - Scope of Work
 - Frequency Analysis
 - Detailed Design Review

City of Hialeah Responsibilities

City of Hialeah will be responsible for the following:

- Provide a signatory who has authority to sign all appropriate project documents required for this project and any other agreements required.
- Upon receipt, provide Motorola with a full copy of the Transition Administrators Frequency Proposal Report (FPR) for the affected licenses.
- Participate with Motorola and its subcontractors in any potential required meetings with landlords, public agencies, and government agencies to



provide site access for the purpose of assessing the equipment located at that site.

- City of Hialeah will provide site access to their sites for Motorola personnel and Motorola's subcontractors for the purpose of assessing the equipment located at that site.
- City of Hialeah shall not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by City of Hialeah are experienced.
- City of Hialeah may be required to provide vehicles and personnel during the inventory process.
- City of Hialeah shall identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list.
- City of Hialeah shall grant final acceptance upon completion of all contractual deliverables.
- City of Hialeah will be responsible for providing an adequate quantity of subscriber units per day until the inventory process is completed.
- Provide adequate shelter, space, heat, light and power at the customer facilities listed above to perform the subscriber inventory.

12.0 Risks

Motorola is committed to mitigating all known risks and will engage City of Hialeah whenever situations are identified in which a risk situation presents itself. A decision will be jointly made between Motorola and City of Hialeah to consider the options and establish a mutually agreeable solution.

With projects of this magnitude there are risks associated with the work that needs to be performed on each piece of equipment. It is conceivable that a particular piece of equipment can be functional at the time of inventory but when taken off line to have board or software versions read and confirmed that failures may occur when re-initializing the unit. Motorola will make every effort to ensure that any failure occurring in this situation be rectified immediately. In some cases adequate spares may not be available and could lead to a prolonged outage of equipment while obtaining replacement parts. If the system in question is



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currently under a full on-site and repair service agreement with Motorola, any resolution to correct the failure will be covered under the agreement. If the equipment involved is not covered under a Motorola Service Agreement, resolution may require reimbursement for material and labor to correct the failure and restore the defective equipment.

13.0 City of Hialeah Acceptance

Upon submission of Motorola's rebanding plan to City of Hialeah, a certificate of acceptance document will be provided for customer signature (see reference document attached). This certificate acknowledges that all the effort necessary in identifying the detailed requirements and plans to reband City of Hialeah 800MHZ system has been completed.

Frequencies and Call Signs

Tx Freq	Rx Freq	Call Sign	Cntl/Voice
866.1625	821.1625	WPCT375	Cntl/Voice
866.2500	821.2500	WPCT375	Cntl/Voice
866.7875	821.7875	WPCT375	Cntl/Voice
867.1625	822.1625	WPCT375	Cntl/Voice
867.2000	822.2000	WPCT375	Voice
867.5875	822.5875	WPCT375	Voice
867.8500	822.8500	WPCT375	Voice
868.3000	823.3000	WPCT375	Voice
868.3250	823.3250	WPCT375	Voice
868.8250	823.8250	WPCT375	Voice
	821.0125	WPNW940	Conv
	821.5125	WPNW940	Conv
	822.0125	WPNW940	Conv
	822.5125	WPNW940	Conv
	823.0125	WPNW940	Conv
854.3375	809.3375	WNKU500	Conv



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System Description

Type of Technology	Simulcast
Number of Sites impacted by Rebanding	3
Total Quantity of Stations	32
Number of Control Channels impacted by Rebanding	4
Number of Failsoft Channels impacted by Rebanding	10
Number of subscriber units on impacted Failsoft Channels	ALL
What is the transmitter combining scheme	To be determined
Number of mobile units used for day-to-day communications covered by this RFPF (used to calculate per unit cost); including control stations, data devices and SCADA units	400
Number of portable units used for day-to-day communications covered by this RFPF	1000
Number of channels covered by this RFPF (exclude channels not to be reconfigured)	32
Number of sites to be inventoried under this RFPF	3
Number of entities using the 800 MHz system being reconfigured	1



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Motorola Proprietary and Confidential

Design, technical and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola, Inc., or its designees.

Subsystem Descriptions

MOSCAD Fire Alerting / Waste Water Management / Other applications	1
Quantity of radio linked MOSCAD RTUs and Centrals	90
Underground sub system networks (Beyond the scope of normal BDA applications such as mines, railway systems, emergency communications facilities)	0
Other	0

Interoperability Descriptions

Adjacent jurisdictions / other licensees with interoperable agreements with this system owner. Quantities of radios in use on the adjacent system impacted by the change of frequencies on this system	City of Hialeah
	City of Miami
	City of Miami Beach
	Miami-Dade Metro
Any special customer requirements we are aware of that the customer would want included Such as (This customer wants to have the interoperable area with multiple systems rebanded as one effort to avoid multiple reprogramming efforts)	Not applicable
Any additional information that is relevant to calculation a cost for retuning the system.	Not applicable

Other non-licensee users on the system & subscriber quantities– not applicable

System Inventory



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This is a customer provided, non-audited, inventory estimate for purposes of quoting.

Total number of Tx/Rx sites in the system	3
Total number of Rx sites in the system	0
Total number of Simulcast Base Stations / Repeaters in System to be rebanded	30
Total number of conventional Base Stations / Repeaters in System to be rebanded	2
Total Number of Rx only stations in System	0
Total number of Transmit Combiners in System	6
Number of Antennas that need replaced	3
Number of controllers in the system	4
Total number of Tx Combiner Post filters to be replaced	3
Total number of Rx Multicouplers in System	3
Number of CEBs in the system	1
Total number of local operator positions in the system	5
Total number of remote operator positions in the system	6
Total number of dispatch centers	2
Number of control stations (Includes MOSCAD RTU and Central radios)	121
Number of mobiles	370
Number of portables	1000
Number of Interoperability Users - Subscribers	0
Total number of BDA's in the system	3
Total number of Management Terminals	2
Total number of Programming Templates including interoperability agencies	110
Total Number of all other stations (not including rebanded stations) on all sites for IM study	6



**Consent to Release Information
By Rebanding Licensee**

City of Hialeah ("Licensee") is in the process of reconfiguring its 800 MHz communications system as required by the FCC pursuant to its August 6, 2004, Report and Order FCC 04-168, and related supplemental orders. In furtherance of Licensee's reconfiguration activities, it has received information from (or shared information with) Motorola, Inc., Sprint Nextel, and the Transition Administrator. To promote efficiencies in completing Licensee's reconfiguration process, Motorola, Sprint Nextel and/or the Transition Administrator may need to communicate with each other. Therefore, Licensee hereby consents to Motorola, Sprint Nextel and/or the Transition Administrator communicating in writing directly with each other about Motorola's proposed or actual involvement in reconfiguring Licensee's system, provided that Licensee receives a copy of each communication. By way of example, this consent would apply to questions from Sprint Nextel or the Transition Administrator about reconfiguring Licensee's system, and Motorola's answers to the questions.

By: _____

Title: _____

Date: _____

CERTIFICATE OF COMPLETION FOR PLANNING FUNDING WORK

Licensee Name: _____

Deal Number: _____

City of Hialeah agrees that all items detailed in the Scope of Work for Preparation of Estimate for Planning Funding have been completed and the quote to perform has been received by Licensee Representative below.

Licensee Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

☐ This signed certificate authorizes Motorola to bill for the value of the milestone payment as detailed in the Planning Funding Agreement, and it indicates the Licensee's agreement to forward acknowledgement to Sprint Nextel upon receipt and verification of invoice.

_____/_____/____



I. Executive Overview

A. Solution Overview

The mixing of two or more frequencies together at a specific radio site generates Intermodulation (IM) products. Under the worst conditions, the reception of the desired on-channel frequency can be suppressed by the FM capture effect of stronger undesired IM products. If the intensity of the IM product is lower than that of the desired signal it can still cause audible interference during periods in which the affected channel is not in use.

An Intermodulation (IM) Interference analysis can be useful to provide a new site design with optimum protection against frequency interference that could degrade the performance of the radio communications system. IM analysis for an existing system can provide helpful insight to troubleshooting the frequency combinations (IM products) at a site that might be causing existing interference problems. An IM analysis will provide compatibility confirmation for the addition or change of frequencies at established sites.

Motorola's Intermodulation Analysis can help detect IM interference products by analyzing the root frequencies that can mix to cause these interference products. With this information, customers, with Motorola's help, can design or modify radio sites with minimized IM interference impact to the customer's communications system and aid in determining the root causes of existing interference.

Motorola uses internally developed software tools such as Hydrasm and Intermodsm specifically designed to compute possible Intermodulation products that could affect the customer's radio sites.

B. Customer Usage and Benefits

Customers who are experiencing interference on their radio communications system should utilize this service to troubleshoot and identify the possible source of Intermodulation interference.

Customers who are modifying their radio communications system should utilize this service to confirm new frequency compatibility with their existing frequencies and to identify any potential Intermodulation interference. This information can be used to create a plan to retrofit the existing system in order to minimize future interference to the communications system.

II. Solution Description

A. Scope

Intermodulation interference products are always present where two or more co-located transmitters are operating simultaneously. Managing the power levels of the IM signals developed through proper system design will determine whether they cause harmful interference to communications.



Motorola 800 MHz Rebanding Project

Exhibit A-2

The IM analysis is simply one of the methods used to guide proper design and must be used by a trained technical person competent in understanding its meaning and limitations. The appearance of an IM product in the analysis does not mean such a product will cause harmful interference, or indeed even be present. It simply indicates the mathematical possibility of a product being produced.

B. Responsibilities

1. Customer Inputs

The customer will supply Motorola with the frequency and antenna infrastructure inputs required to perform the IM analysis and will include:

- Transmitter frequencies at site
- Receiver frequencies at site
- Receiver bandwidth (if known, or receiver type)
- Antenna isolation (distance between RX and TX antennas)

In the case of a new system design, the antenna infrastructure inputs will be provided by the Motorola design engineer. However, frequency data will remain the customer's responsibility.

2. Motorola Deliverables

Motorola will provide an Analysis Report covering the following items:

- Transmitter and receiver frequencies used in the analysis
- Parameters used in the analysis (i.e. nth level of order tested & frequency range used)
- Problem (flagged) frequencies
- Written explanation of any potential issues
- Recommendations

C. Considerations

The Intermodulation Interference (IM) analysis provided by Motorola will result from information available at the time of the initial customer input. The accuracy of any IM prediction or interference projection is therefore limited to the completeness of the frequency input data we receive. Subsequently, the resultant report shall be valid only as long as the conditions profiled by the IM analysis remain unchanged. Additionally, all IM analysis results are restricted to the frequencies analyzed. Any preexisting interference issues experienced before rebanding may continue to exist and be considered outside the scope of the analysis performed. The analysis will be limited to the contracted site only.